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INTERNATIONAL

RECEIVED

AUG 26 1994

HUB LAW OFFICES

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF MARIN

13 CHURCH OF SCIENTOLOGY)
14 INTERNATIONAL, a California not-)
for-profit religious corporation;)

15 Plaintiffs,)

16 vs.)

17 GERALD ARMSTRONG; MICHAEL WALTON;)
18 et al.,)

19 Defendants.)

20 _____)
GERALD ARMSTRONG,)

21 Cross-Complainant,)

22 vs.)

23 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
24 Corporation; DAVID MISCAVIGE;)
DOES 1 to 100;)

25 Cross-Defendant.)
26 _____)

CASE NO. 157 680

CHURCH OF SCIENTOLOGY
INTERNATIONAL'S EVIDENCE IN
SUPPORT OF MEMORANDUM OF
POINTS AND AUTHORITIES IN
OPPOSITION TO GERALD
ARMSTRONG'S MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT OR, IN THE
ALTERNATIVE, FOR SUMMARY
ADJUDICATION OF ISSUES

DATE: September 9, 1994
TIME: 9:00 a.m.
DEPT: 1

TRIAL DATE: September 29,
1994

INDEX TO EXHIBITS

EXHIBIT 1: Declaration of Attorney Laurie J. Bartilson
Authenticating Deposition Transcripts and
Documents

Exhibit 1(A): Excerpts from Volumes 1-5 of the Deposition
of Gerald Armstrong taken in Church of
Scientology International v. Gerald
Armstrong, et al., Los Angeles Superior Court
Case No. BC 052395.

Exhibit 1(A)(6): Mutual Release of All Claims and
Settlement Agreement, exhibit to
Armstrong deposition.

Exhibit 1(A)(7): Declaration of Gerald Armstrong
dated July 16, 1991, exhibit to
Armstrong deposition.

Exhibit 1(A)(8): Declaration of Gerald Armstrong
dated May 27, 1992, exhibit to
Armstrong deposition.

Exhibit 1(A)(9): Declaration of Gerald Armstrong
dated July 16, 1991, exhibit to
Armstrong deposition.

Exhibit 1(A)(11): Declaration of Gerald Armstrong
dated August 26, 1991, exhibit to
Armstrong deposition.

Exhibit 1(A)(12): Declaration of Gerald Armstrong
dated September 3, 1991, exhibit to
Armstrong deposition.

Exhibit 1(A)(14): Affidavit of Gerald Armstrong dated
February 19, 1992, exhibit to
Armstrong deposition.

Exhibit 1(B): Declaration of Gerald Armstrong, dated
October 17, 1991, thus authenticated.

Exhibit 1(C): Article from the Marin Independent Journal,
Wednesday, November 11, 1992, "Is money the
root of problems?", thus authenticated.

Exhibit 1(D): Declaration of Graham Berry, dated March 16,
1992 and Exhibit M thereto, filed in Church
of Scientology International v. Gerald
Armstrong, et al., Marin County Superior
Court Case No. 152229, thus authenticated.

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Exhibit 1(E): Excerpts from the Deposition of Gerald Armstrong taken in Church of Scientology International v. Gerald Armstrong, et al., Marin County Superior Court Case No. 157 680, thus authenticated.

Exhibit 1(F): Excerpts from the Deposition of Gerald Armstrong taken in Religious Technology Center, et al. v. Joseph A. Yanny, et al., Los Angeles Superior Court Case No. BC 033035 thus authenticated.

Exhibit 1(G): Excerpts from the Deposition of Michael Walton taken in Church of Scientology International v. Gerald Armstrong, et al., Marin County Superior Court Case No. 157 680, thus authenticated.

Exhibit 1(H): Letter from Gerald Armstrong to Michael Walton, dated 8-14-90 thus authenticated.

Exhibit 1(I): Declaration of Larry Heller dated March 2, 1992 and Exhibit B thereto, filed in Church of Scientology International v. Gerald Armstrong, et al., Marin County Superior Court Case No. 152229, thus authenticated.

Exhibit 1(J): Declaration of Vicki J. Aznaran, dated May 19, 1994, thus authenticated.

Exhibit 1(K): Declaration of Mark C. Rathbun, dated August 26, 1991, thus authenticated.

Exhibit 1(L): Excerpts from the Deposition of Michael Walton taken in Church of Scientology International v. Gerald Armstrong, et al., Los Angeles Superior Court Case No. BC 052395 thus authenticated.

EXHIBIT 2: Declaration of Lynn R. Farny authenticating Church scriptures.

Exhibit 2(A): HCO Policy Letter of 14 February 1965 (SAFEGUARDING TECHNOLOGY);

Exhibit 2(B): HCO Policy Letter of 4 June 1971 STANDARD ADMIN.

Exhibit 2(C): "The SCIENTOLOGIST A MANUAL ON THE DISSEMINATION OF MATERIAL" in the Organization Executive Course Public Division ("OEC Vol. 6), pp. 25-51.

DECLARATION OF VICKI AZNARAN

I, Vicki Aznaran, hereby declare and state:

1. I am over 18 years of age and a resident of the State of Texas. I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would competently testify thereto.

2. There are many factors surrounding the releases attached as Exhibits A and B to defendants' Motion for Summary Judgement which the defendants neglect to mention. Firstly these "releases" appear to be much longer than the one I signed. My husband and I had asked for copies of what we signed at the time and were told that we would get copies later. We never got these. After we filed suit, the releases attached to defendants motion for summary judgement were brought forth by the Scientologists. The releases which were signed (which do not appear to be these) were signed under extreme duress. I had been incarcerated in the desert for the last 6 weeks, under guard, locked up, and not allowed adequate sleep and eating inadequate food. I was physically ill.

A. I was not represented by counsel. Contrary to the affidavit submitted by defendants I was not availed of any counsel of my own. The only counsel present were the cult's attorneys both of whom I knew were strictly looking after the interests of the Scientology cult which they are paid very well to do.

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2
3 B. Shortly after my escape from Happy Valley I had called my
4 sister in Texas because I was afraid of what the Scientologists
5 might do to me and/or my husband. I had wanted her to know that
6 I was planning to come home and that if she didn't hear from me
7 to please call the law enforcement authorities. There were no
8 releases in question at that time and the matter of legal counsel
9 had not even come up.

10
11 3. There is the matter of "Fair Game" which is known to
12 anyone who has been in Scientology for any length of time. If you
13 do not conform to the power hierarchy in Scientology you can and
14 will be considered to be Fair Game which per Scientology policy
15 means that you can be lied to, cheated, stolen from, sued,
16 harassed and anything else they deem necessary to get you to
17 conform to their wishes. My husband and I had no desire to be
18 declared Fair Game. Had we demanded our own counsel or not signed
19 what we were told to sign or refused to undergo the extensive
20 security checking they demanded we would have been declared
21 "suppressive persons and thus become fair game". We decided that
22 we would co-operate with whatever was asked of us so that we could
23 get away without being declared "fair game".

24
25 C. Since I left Scientology I have been monitored and
26 harassed. This became increasingly intense when I was asked to
27 testify for Joe Yanny I received threatening phone calls from cult
28

1
2 attorneys and cult members came to my home and place of business
3 to intimidate me and attempt to coerce me not to testify for Joe
4 Yanny. Since the filing of my lawsuit I have been declared
5 suppressive and thus fair game. Private investigators follow and
6 harass me and my family. My sister has been sued as well as
7 myself and my husband. The cult has interfered with our business
8 in an attempt to cause us to lose business. They have run phoney
9 credit checks on us through a Ford dealership in Sacramento
10 California. They have told the postal authorities that we were
11 under investigation for drugs.

12
13 4. Additionally, I was told by Mr. John Peterson, one of the
14 Scientology Cult's attorneys for many years, that the releases
15 that the Scientologists had people sign were not worth the paper
16 they were written upon. He said that one could never sign away
17 their right to sue nor could they refuse to testify against
18 Scientology should they be subpoenaed before a court of law. Mr.
19 Peterson said the value of the releases was that once someone had
20 signed them, that person would think that he could not bring suit
21 or testify against Scientology and that would act as a deterrent.
22 One of the major purposes of these releases is to prevent anyone
23 from testifying hostilely against Scientology to the U.S.
24 government. Scientologists are trained to believe that the U.S.
25 government is involved in a conspiracy to wipe them out. They
26 also have a legitimate fear of being prosecuted for their
27 criminal activity such as tax fraud, tax evasion, and obstruction

1
2 of justice.

3
4 5. The Scientologists also neglect to mention that they held
5 all of my personal belongings and did not release them to me until
6 I had signed the release. I know of others who did not sign
7 releases and their pets were given away and their belongings
8 destroyed. I did not wish for that to happen to me. It was not
9 much but it was all I had to show for the fifteen years of
10 exploitation by the cult.

11
12 6. I believe that there are other cases brought against the
13 Scientology cult in which releases such as these were held to be
14 invalid. We have not had adequate discovery into this matter to
15 learn all the facts and need some more time in order to do that.
16 Defendants have continuously refused to comply with my prior
17 attorneys discovery requests although we have cooperated in their
18 extensive, lengthy discovery with many days of depositions
19 including depositions of our families.

20
21 7. These releases were not negotiated at all nor were they
22 mutual in that we received nothing in return. In regard to
23 defendants' Exhibit H, a loan to be paid back with interest is not
24 recompense. We did not request any loan and were told that we
25 were getting it to keep us "out of enemy hands". In regard to
26 defendant's Exhibit C they paid for personal belongings which were
27 destroyed in a fire caused by the negligence of management,
28

1
2 overcrowded conditions and a lack of adherence to fire codes is
3 merely putting back what was already there. This was being repaid
4 by the insurance company regardless of any releases. The fact of
5 Richard's \$387.37 in wages that were owed would have been paid as
6 his wages. These were not in question and nothing about them was
7 negotiated. The reason the cult wished to indemnify me in any
8 lawsuit I might be named in or subpoenaed in was to keep me from
9 testifying hostilely in any of the litigation against them or to
10 government agencies. The horse was purchased for less than we had
11 put into her. We made no profit from that and did not even wish
12 to sell the horse but the Scientologists wanted us out of
13 California quickly so we would not be served with any subpoenas
14 in the cases that were going on against them at that time. That
15 was why they offered to purchase the horse.

16
17 8. I was forced to assign myself to the RPF. I was told that
18 if I did not write an issue assigning myself that David Miscavige
19 would write it and it would be far far worse than anything I could
20 ever imagine. In other words he would write anything he wished
21 to and make it broadly known. One example of this is a case where
22 a girl refused to conform as ordered to and the Scientologists
23 wrote an issue stating that the girl was a lesbian and published
24 it to all of her friends. She escaped them and sued for libel and
25 slander. It turned out that it was completely false and the
26 Scientologists paid her to drop her suit and be quiet. This was
27 in the San Francisco area in 1982. I was informed of this by the

1
2 cult member in the Office of Special Affairs who handled the
3 lawsuit.

4
5 9. I did not decide on March 31, 1987 that I should leave the
6 RPF. I had attempted to escape two weeks before that but had been
7 caught by guards. I had expressed my desire to get away to
8 several people on different occasions.

9
10 10. During the time I was in a motel in Hemet California,
11 after leaving the RPF and up until any releases were signed, my
12 husband and I were being security checked daily (an intense and
13 lengthy form of interrogation) and we were being watched by
14 guards. We had hardly any money, less than fifty dollars and we
15 were extremely afraid of being declared fair game if we did not
16 co-operate. I was in a very bad physical and mental state and
17 would have signed anything in order to get away. The only thing
18 I was grateful for was getting away.

19
20 I declare under the penalties of perjury under the laws of the
21 United States of America that the foregoing is true and correct.

22
23 Executed this 15th day of January, 1989, at Dallas, Texas.

24
25 Vicki Aznaran
26 Vicki J. Aznaran
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